REMARKS

This Amendment is submitted in response to the Office Action dated January 21, 2005, having a shortened statutory period set to expire April 21, 2005. In the present office action, Claims 1-3 are cancelled and Claims 15, 18-20, 24, 27 and 29-30 are amended. Claims 15-31 are pending.

Applicants note with appreciation the teleconference held with the Examiner on February 8, 2005. During this teleconference, the Examiner agreed that the amended claims would be examined and the 35 USC § 112, first paragraph, rejections of Claims 15-31 would be withdrawn if the language "regardless of a current operating environment of the client computer" is removed. The Examiner further agreed that an examination would be performed on the claims as now amended.

As discussed below, the language in controversy has been removed by the present amendment. As there are no other pending rejections of Claims 15-31, Applicants look forward to an examination of these pending claims.

If the Applicants have misunderstood the agreement reached with the Examiner, then Applicants' undersigned representative would appreciate a telephone call to discuss the matter.

REJECTIONS UNDER 35 U.S.C. § 102

In Paragraph 6 of the present Office Action, Claims 1-3 are rejected under 35 U.S.C. § 102(a) as being anticipated by *Arbaugh et al.* (U.S. Patent No. 6,185,678 – "*Arbaugh*"). Applicants have now cancelled these claims, and thus the rejection is moot.

CLAIM REJECTIONS UNDER 35 U.S.C. § 112, FIRST PARAGRAPH

In Paragraph 8 of the present Office Action, the Examiner has rejected, under 35 U.S.C. 112, first paragraph, Claims 15-31 for the use of the phrase "regardless of a current operating environment of the client computer," which is purportedly not found using this exact language in the specification. Although Applicants contend that the specification supports the use of this phrase, in order to advance the prosecution of the pending claims and per the agreement reached with the Examiner, this term has been removed.

With reference to exemplary Claim 15, the term "being only an identifier of a corresponding full license certificate that is remotely stored on a server computer," is added. (See page 9, lines 16-20 for support in the specification.)

With reference to exemplary claim 18, the term "operating environment" has been replaced with "execution environment" to more exactly reflect the language in the specification, including the abstract.

With reference to Claim 20, the feature of a program being "allowed to continue to execute when the CPU is operating up to a pre-determined percentage over the maximum authorized power" is added. (See page 8, lines 6-10 for support in the specification.)

Arbaugh teaches an AEGIS architecture for initializing a computer system. Software used during the initializing process (booting) is executed in subsequently higher layers. The boot process is permitted to transition to a next higher layer only if the current layer is uncorrupted (has "integrity"). (*Arbaugh* col. 1, lines 29-29.) The integrity of each layer is validated by hashing the layer, and then comparing the hash with a stored digital signature (hash) for that layer (*Arbaugh* col. 4, lines 40-45). If the layer is corrupted, then it is replaced with code from a trusted repository (*Arbaugh* col. 4, lines 48-51). An additional validation step for each layer entails running a checksum for the layer (*Arbaugh* col. 9, lines 33-39).

The cited prior art does not teach or suggest each element found in Exemplary Claim 15

It is axiomatic that "a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *MPEP § 2131, citing* Verdegaal Bros. v. Union Oil Co. of California, *814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).*

Claim 15 recites "verifying that a simplified local license certificate," which is "only an identifier of a corresponding full license certificate that is remotely stored on a server computer," is stored on a client computer. Claim 15 further claims that if "the simplified local license certificate is stored on the client computer," then execution of a bootstrap is completed, and the simplified local license certificate is revised. *Arbaugh* never teaches or suggests these features.

With reference to Claim 20, *Arbaugh* does not teach or suggest the feature of allowing a program "to continue to execute when the CPU is operating up to a pre-determined percentage over the maximum authorized power." Applicant's Admitted Prior Art (AAPA) discusses on page 2, lines 5-7 of the present specification that program licenses can be dependent on the maximum allowable CPU power in a computer, but does not teach or suggest that these limits can be exceeded by a "pre-determined percentage" and still allow the program to run.

CONCLUSION

As the cited prior art does not teach or suggest all of the limitations of the pending claims, Applicants respectfully request a Notice of Allowance for all pending claims.

No extension of time for this response is believed to be necessary. However, in the event an extension of time is required, that extension of time is hereby requested. Please charge any fee associated with an extension of time as well as any other fee necessary to further the prosecution of this application to **IBM CORPORATION DEPOSIT ACCOUNT No. 09-0447.**

Respectfully submitted,

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